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Vesting a Messuage and divers Lands, with the Appurtenances, in the County of *Hertford*, Part of the Estate comprised in the Marriage Settlement of *Fane William Sharpe*, Esquire, in Trustees, to be sold; and for purchasing other Lands and Tenements to be settled to the like Uses.



Whereas by Indentures of Lease and Release, bearing Date respectively the Seventeenth and Eighteenth Days of *March* One thousand Seven hundred and Fifty-two, the Release being Quadruplicate, and made or mentioned to be made between *John Sharpe* of *Lincoln's Inn*, in the County of *Middlesex*, Esquire, of the First Part; the said *Fane William Sharpe*, by the Name and Description of *Fane William Sharpe*, Esquire, only Son and Heir apparent of the said *John Sharpe*, of the Second Part; *Mary Newport* of *Southampton Buildings*, in the Parish of *Saint Andrew*,

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drew, Holborne, in the County of Middlesex, Spinster, Daughter and only Child of George Newport, late of London, Merchant, deceased, of the Third Part; and the Right Honourable William Lord Mansfield, by his then Style and Addition of the Honourable William Murray, of Lincoln's Inn, aforesaid, Esquire, his Majesty's Solicitor-general, and Sir Joseph Hankey, Knight and Alderman of the City of London, of the Fourth Part; in Consideration of a Marriage then intended, and which was shortly after had and solemnized between the said Fane William Sharpe and Mary Newport, all that capital Messuage or Tenement, thentofore erected by John Cotton, Esquire, named in the said Indentures of Lease and Release, with the Out-houses, Yards, Gardens, and Appurtenances, situate and being in the Parish of East Barnet, in the County of Hertford; and also divers Fields or Closes of Land in the said Indentures of Lease and Release particularly mentioned and described, with the Appurtenances, lying and being in the Parish of East Barnet aforesaid, and then late in the Possession of John Deane, or his Tenants, and then in the Possession of him the said John Sharpe, or his Tenants; and all and singular the Edifices, Buildings, Ways, Waters, Watercourses, Privileges, Commons, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Messuage, Closes, Lands, and Premises, belonging, or in any-wise appertaining, or therewith commonly held, used, occupied; or enjoyed, all which said Premises were therein mentioned to be then, or to have been theretofore called or known by the Name of Little Grove Estate, and to have been theretofore purchased by the said John Deane from the said John Cotton, and to be then lately purchased by the said John Sharpe of and from the said John Deane; and all other the Messuages, Lands, Tenements, and Hereditaments, which by certain Indentures of Lease and Release therein mentioned to bear Date respectively the Twenty-ninth and Thirtieth Days of April One thousand Seven hundred and Thirty-four, and by Indenture of Bargain and Sale bearing even Date with the said last-mentioned Indenture of Release, were by the said John Deane granted and conveyed unto and to the Use of the said John Sharpe, his Heirs and Assigns, were settled and assured to take effect on the Solemnization of the said intended Marriage, to the Use of the said John Sharpe, and his Assigns, for his Life, without Impeachment of Waste; Remainder to Trustees and their Heirs, during his Life, in Trust to preserve contingent Remainders; Remainder

der to the Use of *Olive Sharpe*, then the Wife of the said *John Sharpe*, for her Life; Remainder to Trustees and their Heirs, during her Life, in Trust, to preserve contingent Remainders; Remainder to the Use of the said *Fane William Sharpe*, and his Assigns, for his Life, without Impeachment of Waste; Remainder to Trustees, and their Heirs, during his Life, in Trust, to preserve contingent Remainders; Remainder to the Use of the said *Mary Newport*, afterwards *Mary Sharpe*, the then intended Wife of the said *Fane William Sharpe*, and of her Assigns, for her Life, which together with other Lands and Tenements therein-mentioned were to be for her Jointure and in Bar of Dower; and after the Decease of the Survivor of them the said *Fane William Sharpe* and *Mary Newport* his then intended Wife, to the Use of the First and other Sons of the Body of the said *Fane William Sharpe* on the Body of the said *Mary Newport* to be begotten successively in Tail-male; and for Default of such Issue, to the Use of the First and other Sons of the Body of the said *Fane William Sharpe* on the Body of any other Woman with whom he might intermarry, after the Decease of the said *Mary Newport*, to be begotten successively in Tail-male; and for Default of such Issue, to the Use of such Persons and for such Estates, upon such Trusts, and for such Intents and Purposes as the said *John Sharpe* should at any Time thereafter during his Life, by any Deed or Instrument in Writing, with or without Power of Revocation, to be sealed and delivered by him in the Presence Two or more credible Witnesses, or by his last Will in Writing signed by him in the Presence of and attested by Three credible Witnesses, direct or appoint; and in Default of such Direction or Appointment, and in the mean Time and until such Appointment should be made, to the Use of the said *John Sharpe*, his Heirs and Assigns; in and by which said Indenture of Release or Marriage Settlement, so dated the said Seventeenth and Eighteenth Days of *March* One thousand Seven hundred and Fifty-two as aforesaid, it was provided, that if the said *Mary Newport* should depart this Life in the Life-time of the said *Fane William Sharpe*, it should be lawful for the said *Fane William Sharpe*, either before or after his Intermarriage with any other Woman or Women, by any Deed or Deeds to be executed as therein is mentioned, to settle or appoint all or any Part of the Messuages, Lands, Tenements, and Hereditaments thereby granted and released to and to the Use of any such Woman or Women, for the Life of such Woman or Women,

men, for her or their Jointure, and in Bar or without being in Bar of her or their Dower:

And whereas the said *John Sharpe* departed this Life on or about the Twenty-second Day of *October* One thousand Seven hundred and Fifty-six, without having made any Appointment of or concerning the Remainder or Reversion in Fee to take Effect on the Failure of Issue Male of his said Son *Fane William Sharpe* of and in the said Messuage, Lands, and Hereditaments in *East Barnet*, so comprised in the said Marriage Settlement, leaving the said *Fane William Sharpe* his only Son and Heir at Law, whereby the said *Fane William Sharpe* became intitled to the said Remainder or Reversion in Fee by Descent:

And whereas the said *Olive Sharpe*, who survived the said *John Sharpe* her Husband, also departed this Life on or about the Nineteenth Day of *February* One thousand Seven hundred and Sixty, and thereupon the said *Fane William Sharpe*, by virtue of the Limitations contained in the said Marriage Settlement, came into the actual Possession of the said Messuage, Lands, and Hereditaments, and doth now hold and enjoy the same under the said Limitations:

And whereas the said *Mary* the Wife of the said *Fane William Sharpe*, formerly *Mary Newport*, also departed this Life on or about the Third Day of *August* One thousand Seven hundred and Sixty-six, without leaving any Issue Male by the said *Fane William Sharpe*; but inasmuch as the same Messuage, Lands, and Hereditaments, do by virtue of the Uses and Limitations contained in the said Marriage Settlement stand limited as aforesaid to and to the Use of the First and other Sons of the said *Fane William Sharpe* by any after-taken Wife in Tail Male successively, he the said *Fane William Sharpe* is in Effect but strict Tenant for Life thereof:

And whereas the maintaining and keeping in Repair of the said Messuage or Dwelling-house, with the Out-houses, Gardens, and Appurtenances thereunto belonging, in *East Barnet*, is attended with a considerable and a continual Expence, and the said *Fane William Sharpe* hath not been able to let the same to a Tenant to any Advantage; and he being possessed of another more convenient Dwelling-house, with suitable Grounds and Gardens

Gardens thereunto belonging, in the same Neighbourhood, upon which he has laid out considerable Sums of Money to render it commodious and convenient for him ; and he having for some time taken up his Residence there with his Family, and choosing to continue so to do, he is therefore in a manner disabled to reside at or make the said first-mentioned Dwelling-house or Messuage, with the Appurtenances, at *East Barnet*, the Place of his Habitation ; but as the said last-mentioned Dwelling-house and Premises at *East Barnet* are situated in the County of *Hertford*, and at an inconsiderable Distance from *London*, it is apprehended that the same, and the Fee and Inheritance thereof, would fetch a good Price, and might be sold to a considerable Advantage, if the same were now offered to Sale ; and considering the Circumstances of the Case, it will be much for the Benefit and Advantage of the said *Fane William Sharpe*, and of his Issue Male, that the said capital Messuage and Premises at *East Barnet* should be sold, and that the Money arising by such Sale should be laid out in the Purchase of other Messuages, Lands or Tenements of Inheritance, to be settled to the same Uses as the said capital Messuage and Premises at *East Barnet* do now stand limited by virtue of and under the said Marriage Settlement, or to such and so many of them as shall be existing, undetermined, or capable of taking Effect ; **But** by reason of the said strict Uses and Limitations so contained in the said Marriage Settlement, such Sale cannot be effectuated, or a good Title be made to a Purchaser, without the Aid and Authority of an Act of Parliament ;

Therefore Your Majesty's most dutiful and loyal Subject, the said *Fane William Sharpe*,

Doth most humbly beseech Your MAJESTY,

That it may be **Enacted** ; **And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the said capital Messuage or Tenement, with the Out-houses, Yards, Gardens, and Appurtenances, situate at *East Barnet* aforesaid, and also all and every the said several Fields or Closes of Lands, and Hereditaments, also situate at *East Barnet* aforesaid, which were purchased by the said *John Sharpe*

Sharpe of the said *John Deane*, and in and by the said Settlement or Indenture Quadrupartite of the Eighteenth Day of *March* One thousand Seven hundred and Fifty-two, were settled, limited, conveyed, and assured, or mentioned or intended to be granted, released, conveyed, and assured, to the Uses and for the Purposes therein and herein before-mentioned, or to any such-like Uses, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, and of every Part and Parcel thereof, shall, from and immediately after the passing this Act, be vested in and settled upon *Charles Gould*, of *Ealing*, in the County of *Middlesex*, Esquire, and *Frederick William Guy Dickens*, of *Lincoln's Inn*, in the said County of *Middlesex*, Esquire, their Heirs and Assigns, to the Use of them the said *Charles Gould* and *Frederick William Guy Dickens*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against all and every the Uses, Estates, Trusts, Powers, Provisoes, Limitations, and Agreements in and by the said recited Settlement or Indenture Quadrupartite of the Eighteenth Day of *March* One thousand Seven hundred and Fifty-two created, provided, expressed, and declared of and concerning the same; but nevertheless upon the Trusts and to and for the Ends, Intents, and Purposes herein after-mentioned, expressed, and declared; that is to say, Upon Trust that they the said *Charles Gould* and *Frederick William Guy Dickens*, or the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall with all convenient Speed make Sale and dispose of the said capital Messuage, Fields, or Closes of Land and Premises hereby vested in them as aforesaid, either intire or in Parcels, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for the most Money and the best Price and Prices that can be reasonably got for the same; and shall and do, upon Payment of the Purchase-money which shall arise by any such Sale or Sales as aforesaid, into the Bank of *England*, in the Manner herein after-mentioned and directed, grant, convey, and assure the said capital Messuage, Fields, or Closes of Land and Premises so to be sold and disposed of, and the Fee-simple and Inheritance of the same respectively, unto and to the Use and Behoof of such Person or Persons who shall

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agree to purchase the same, and of his and their several and respective Heirs and Assigns.

And it is hereby also Enacted and Declared, That by and out of the Money which shall arise and be produced by such Sale or Sales, the Charges and Expences of passing this Act shall and may in the First Place be paid and defrayed; and that the Residue and Remainder of the said Money so to arise and be produced by such Sale or Sales respectively, shall and may, by and with the Approbation and Direction of the said *Fane William Sharpe* whilst he shall be living, and afterwards at the Discretion of the said Trustees, or of the Survivor of them, or the Heirs and Assigns of such Survivor, be laid out in One or more Purchase or Purchases of Messuages, Lands, Tenements, or Hereditaments in Fee-simple in Possession, to be situate in that Part of *Great Britain* called *England*, which shall be settled, conveyed, and assured to, for, upon, and subject to such and the same Uses, Estates, Trusts, Powers, Provisoes, and Limitations as in and by the said recited Indenture of Release or Settlement of the Eighteenth Day of *March* One thousand Seven hundred and Fifty-two are limited, expressed, created, and declared of and concerning the said capital Messuage and Premises at *East Barnet*, purchased by the said *John Sharpe* of the said *John Deane* as aforesaid, or such and so many of them as shall be then existing undetermined, or capable of taking Effect.

And it is hereby further Enacted, by the Authority aforesaid, That in the mean time, and until such Sale or Sales shall be respectively made in pursuance of this Act as aforesaid, the said *Charles Gould* and *Frederick William Guy Dickens*, and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Premises hereby vested in them as aforesaid to be respectively held and enjoyed, and the Rents and Profits thereof respectively to be had, received, and taken by and for the Benefit of such Person and Persons as would respectively be intitled to and ought to hold and enjoy and receive the same respectively, in case this Act had not been made.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That upon any such Sale and Conveyance of the Premises hereby directed to be sold, or of any Part thereof respectively as aforesaid, the Money which shall arise

and be produced by such Sale or Sales shall be paid by the Purchaser or Purchasers thereof into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, *ex parte* of the Purchaser or Purchasers so paying the same, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth; and that the said Money shall there remain until some proper Purchase or Purchases shall be found and approved of as hereby before is directed, and until such Money shall, upon a Petition, setting forth such Approbation, to be preferred to the Court of Chancery in a summary Way, at the Expence of the said *Fane William Sharpe*, or of some other Petitioner, be ordered to be paid out of the Bank for the completing such Purchase or Purchases, in such Manner as the Court shall think just and direct.

And, for promoting and facilitating the Sale of the Premises hereby vested to be sold as aforesaid; **It is hereby Enacted and Declared**, That all and every the Person and Persons to whom the said *Charles Gould* and *William Frederick Guy Dickens*, or the Survivor of them, or the Heirs of such Survivor, shall by virtue of or in pursuance of this Act make any Sale or Conveyance of all or any Part or Parts of the said Messuage, Fields, or Closes of Land, and Premises hereby vested in them, in Trust, to be sold as aforesaid, and the respective Heirs and Assigns of the said Purchaser and Purchasers shall and may, from and immediately after the Payment of his or their Purchase-money into the Bank of *England* as aforesaid, and after the Execution and compleating of the respective Conveyances thereof, have, hold, and enjoy the Premises by them respectively purchased, absolutely freed and discharged of and from all and every the Uses, Trusts, Estates, Powers, Provisoes, Limitations, and Agreements, in and by the said recited Indenture of Release or Settlement Quadrupartite limited, created, provided, expressed, and declared, of and concerning the same Premises, or any Part thereof; and also that the Receipt or Receipts of the Cashier or Cashiers of the Bank of *England*, under his or their Hand or Hands respectively, shall from time to time and at all Times thereafter be a good and effectual Discharge to the said Purchaser or Purchasers of the Premises, or any Part thereof, and to his and their

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Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-money for which such Receipt or Receipts shall be respectively given; and that after such Receipt or Receipts such Purchaser or Purchaser shall be, and is and are hereby absolutely acquitted and discharged of and from the same; and he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the said Purchase-money, or any Part thereof.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Fane William Sharpe*, and his First and other Sons, and the Heirs Male of his and their respective Body and Bodies, the Trustees in the said recited Settlement of the Eighteenth Day of *March* One thousand Seven hundred and Fifty-two, to preserve the contingent Remainders thereby limited, and their respective Heirs, and the right Heirs of the said *John Sharpe*, and the right Heirs of the said *Fane William Sharpe*, and all and every other Person and Persons claiming or to claim any Use, Trust, Estate, Right, Title, or Interest, of, in, to, or out of the said Hereditaments and Premises vested in the said Trustees to be sold, or mentioned and intended so to be by this Act, by virtue of or under the Limitations of the Indenture of Release or Settlement herein before recited or referred to, or any Part thereof) all such Estates, Rights, Interests, Claims, and Demands, of, in, to, or out of the same Hereditaments and Premises hereby vested as aforesaid, every or any Part thereof, as they, every, or any of them had before the passing this Act, or could or might have had, held, or enjoyed, in case this Act had not been made.

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Vesting a Messuage and divers Lands, with the Appurtenances, in the County of *Hertford*, Part of the Estate comprised in the Marriage Settlement of *Fane William Sharpe*, Esquire, in Trustees, to be sold; and for purchasing other Lands and Tenements, to be settled to the like Uses.

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